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6 Attorneys for Plaintiffs

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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 SOUTHERN DIVISION

11 ANA M. HANSON, for and on behalf  
12 of Southern California Painting &  
Drywall Industries Health & Welfare  
13 Fund, Southern California Painting and  
Decorating Labor Management  
14 Cooperation Committee Trust Fund,  
and Southern California Painting &  
15 Drywall Industries Apprenticeship  
Trust Fund; and DANIEL WILLIAMS,  
16 for and on behalf of International Union  
of Painters and Allied Trades Industry  
17 Pension Fund, Finishing Trades  
Institute, and Painters and Allied  
18 Trades Labor Management Cooperation  
Initiative ("IUPAT Industry Pension  
19 Funds"),

20 Plaintiffs,

21 v.

22 JOHN JORY CORPORATION; JOHN  
JORY, LLC; JOHNSON & JORY  
23 PROPERTIES, LLC; KENNETH  
ALBERT JOHNSON, an individual;  
24 and DOES 1-10, inclusive,

25 Defendants.

Case No.: 8:24-cv-1562

COMPLAINT FOR DELINQUENT  
TRUST FUND CONTRIBUTIONS  
TO EMPLOYEE BENEFIT PLANS

[29 U.S.C. §§ 185(a), 1132(a)(3),  
and 1145]

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1 Plaintiffs allege as follows:

2  
3 **JURISDICTION AND VENUE**  
4

5 1. This is an action for delinquent contributions due to employee benefit  
6 plans. Jurisdiction in this Court is based on §§ 502(a)(3), 502(e)(1), and 515 of the  
7 Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §§  
8 1132(a)(3), 1132(e)(1), 1145, and on § 301(a) of the Labor Management Relations  
9 Act of 1947 ("LMRA"), 29 U.S.C. § 185(a).

10  
11 2. Venue is proper in this Court pursuant to ERISA § 502(e)(2), 29  
12 U.S.C. § 1132(e)(2), and LMRA § 301(a), 29 U.S.C. § 185(a), in that this is the  
13 district where the plans, other than the IUPAT Industry Pension Fund, are  
14 administered and a defendant may be found.

15  
16 **PARTIES**  
17

18 3. The claims in this action are brought on behalf of the Southern  
19 California Painting & Drywall Industries Health & Welfare Fund, the Southern  
20 California Painting and Decorating Labor Management Cooperation Committee  
21 Trust Fund, the Southern California Painting & Drywall Industries Apprenticeship  
22 Trust Fund, and the IUPAT Industry Pension Fund (collectively "Trust Funds").  
23 The Trust Funds are now, and were at all times material herein, jointly trustee  
24 labor-management multiemployer trust funds created and maintained pursuant to  
25 LMRA § 302(c)(5), 29 U.S.C. § 186(c)(5). The Trust Funds are "employee benefit  
26 plans" as that term is defined in ERISA § 3(3), 29 U.S.C. § 1002(3), and within the  
27 meaning of ERISA § 515, 29 U.S.C. § 1145.  
28

1           4.     Plaintiff Ana M. Hanson is, and at all times material has been, a  
2 trustee and enforcement administrator of the Southern California Painting &  
3 Drywall Industries Health & Welfare Fund, the Southern California Painting and  
4 Decorating Labor Management Cooperation Committee Trust Fund ("LMCC"),  
5 and the Southern California Painting & Drywall Industries Apprenticeship Trust  
6 Fund. Plaintiff Hanson is a "fiduciary" as that term is defined in ERISA Section  
7 3(21)(A), 29 U.S.C. § 1002(21)(A), and within the meaning of ERISA Section  
8 502(a)(3), 29 U.S.C. § 1132(a)(3), authorized by the foregoing listed trust funds to  
9 bring this action.

10  
11           5.     Plaintiff Daniel Williams is, and at all times material has been, the  
12 Fund Administrator of the International Painters and Allied Trades Industry  
13 Pension Fund, known as the "IUPAT Industry Pension Fund." Plaintiff Williams is  
14 a "fiduciary" as that term is defined in ERISA Section 3(21)(A), 29 U.S.C. §  
15 1002(21)(A), and within the meaning of ERISA Section 502(a)(3), 29 U.S.C. §  
16 1132(a)(3), authorized by the IUPAT Industry Pension Plan to bring this action.

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18           6.     The Trust Funds were created pursuant to separate agreements and  
19 declarations of trust ("Trust Agreements") executed and maintained pursuant to  
20 various collective bargaining agreements between the Painters and Allied Trades  
21 District Council 36, AFL-CIO ("District Council") and employers in the painting  
22 and drywall industry. The Trust Funds are funded by payments from participating  
23 employers.

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25           7.     Plaintiffs are informed and believe, and on that basis allege, that  
26 Defendant, John Jory Corporation is a California corporation with its principal  
27 place of business in Los Angeles, California. Jory is an "employer" engaged in  
28 "commerce" and in an "industry affecting commerce" as defined in LMRA §§ 2(2)

1 and (7), 29 U.S.C. §§ 152 (2) and (7), and LMRA § 301(a), 29 U.S.C. § 185(a),  
2 and in ERISA §§ 3(5) and (12), 29 U.S.C. §§ 1002(5) and (12), and ERISA § 515,  
3 29 U.S.C. § 1145.

4  
5 8. Plaintiffs are informed and believe, and on that basis allege, that  
6 Defendant, John Jory, LLC is a Nevada corporation and is an "employer" engaged  
7 in "commerce" and in an "industry affecting commerce" as defined in LMRA §§  
8 2(2) and (7), 29 U.S.C. §§ 152 (2) and (7), and LMRA § 301(a), 29 U.S.C. §  
9 185(a), and in ERISA §§ 3(5) and (12), 29 U.S.C. §§ 1002(5) and (12), and ERISA  
10 § 515, 29 U.S.C. § 1145.

11  
12 9. Plaintiffs are informed and believe, and on that basis allege, that  
13 Defendant, Johnson & Jory Properties, LLC is a Delaware corporation and is an  
14 "employer" engaged in "commerce" and in an "industry affecting commerce" as  
15 defined in LMRA §§ 2(2) and (7), 29 U.S.C. §§ 152 (2) and (7), and LMRA §  
16 301(a), 29 U.S.C. § 185(a), and in ERISA §§ 3(5) and (12), 29 U.S.C. §§ 1002(5)  
17 and (12), and ERISA § 515, 29 U.S.C. § 1145.

18  
19 10. Plaintiffs are informed and believe and on that basis allege that  
20 Defendant, Kenneth Albert Johnson, is an individual and was at all material times  
21 to this action the CEO and President of defendants John Jory Corporation, John  
22 Jory, LLC and Johnson & Jory Properties, LLC.

23  
24 11. Plaintiffs are ignorant of the true names and capacities of defendants  
25 sued herein as DOES 1 through 10, inclusive, and therefore sue these defendants  
26 by such fictitious names.

1           12. Plaintiffs are informed and believe, and thereon allege, that at all  
2 material times each of the defendants was the agent and/or employee of the  
3 remaining defendants and that each was acting within the course and scope of such  
4 agency and/or employment. To the extent that the conduct and omissions alleged  
5 herein were perpetrated by one or more defendants, the remaining defendants  
6 confirmed and ratified such conduct and omissions.

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8                                   **FACTUAL ALLEGATIONS**

9  
10                   **[THE OBLIGATION TO MAKE BENEFIT CONTRIBUTIONS]**

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12           11. At all relevant times, John Jory Corporation has been a party to and  
13 bound by a collective bargaining agreement ("CBA") with District Council #36.  
14 The Trust Funds have at all times been third party beneficiaries of the CBA. (A  
15 true and correct copy of the signed counterpart agreement is attached hereto as  
16 Exhibit "A"). John Jory, LLC and Johnson & Jory Properties, LLC are  
17 subsidiaries of John Jory Corporation.

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19           12. Per the CBA, the Employer is required to pay employee benefit plan  
20 contributions to the Trust Funds. The amounts of such contributions are based on  
21 the total number of hours worked by each covered employee or required to be paid  
22 to such employee, and the Employer is required to report on and pay such amounts  
23 monthly.

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25           13. Under the Declarations of Trust for the Pension Fund, the Health and  
26 Welfare Fund, the Apprenticeship Fund and the Labor Management Cooperation  
27 Committee Fund, which is incorporated into the collective bargaining agreement  
28 with Painters & Allied Trades District Council #36, the Employer is required to

1 pay employee benefit plan contributions to the Trust Funds. The amounts of such  
2 contributions are based on the total number of hours worked by each covered  
3 employee or required to be paid to such employee, and the Employer is required to  
4 report on and pay such amounts monthly.

5  
6 **FIRST CLAIM FOR RELIEF**  
7 **[FAILURE TO PAY MONIES OWED]**  
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9 14. Pursuant to reports submitted by Jory to the Trusts, Jory is delinquent  
10 in trust fund contributions for the months of July 2023 – May 2024 in the amount  
11 of \$121,886.17, interest in the amount of \$6,475.01; and liquidated damages in the  
12 amount of \$16,905.38.

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14 **WHEREFORE**, plaintiffs seek judgment against John Jory Corporation,  
15 John Jory, LLC, and Johnson & Jory Properties, LLC as follows:

- 16 1. For delinquent contributions due;  
17 2. For interest due;  
18 3. For liquidated damages due  
19 4. For reasonable attorneys' fees and costs incurred;  
20 5. For such other and further relief as this Court deems proper.  
21

22 DATED: July 15, 2024

23 ANTHONY R. SEGALL  
24 MICHELE SHERER ANCHETA  
25 ROTHNER, SEGALL & GREENSTONE

26 By: /s/Michele Sherer Ancheta  
27 MICHELE SHERER ANCHETA  
28 Attorneys for Plaintiffs